

TRANSFER NOT NECESSARY

Project Under Mill Creek Regional Wastewater

J. A. TILTON

Easement No. 447 "B"

DEPT. 22762

Grantor Elsa M. Skinner

EDITOR, BUTLER CO., OHIO

Township Union Parcel Sec 22 3 R 2

EASEMENT FOR SANITARY SEWER AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENT:

EPA Region 5 Records Ctr.

J. A. TILTON
Butler County Auditor

THAT, Elsa M. Skinner



287977

B16P6331 00000.00 B

the Grantor, for and in consideration of _____

_____ and for other good and valuable consideration

to it paid by Butler County, Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, and release to the said Grantee, its successors and assigns forever, and subject to provisions hereinafter made, the following rights, privileges and easements upon and over certain real estate owned by the Grantor, and being described as follows:

Situated and being in Section 22, Town 3, Range 2, in Union Township, Butler County, Ohio and described

as follows:

Being a 20 feet wide strip of land over and through a 52.657 acre tract of land conveyed to the Grantor by deed recorded in Deed Book 1236, Page 337, Butler County Recorder's Office, said 20 feet wide strip of land being 10 feet wide on each side of a centerline of sewer as constructed and which centerline is approximately described as follows:

Commencing at an angle point in the south line of the aforementioned Grantor's land, said point also being the southeast corner of a 0.449 acre tract of land described in Deed Book 1236, Page 332, Butler County Recorder's Office, thence North 1° 30' East, 35 feet more or less along a line running north-south in the Grantor's land, said north-south line also being the east line of the said 0.449 acre tract of land, to the REAL BEGINNING point of a centerline; thence leaving said north-south line North 76° 00' East, 205 feet more or less along a creek; thence North 27° 00' East, 292 feet more or less along a creek; thence South 66° 00' East, 376 feet more or less along a creek; thence North 74° 15' East, 50 feet more or less along a creek to a point in the east line of the Grantor's land, said point being the END of said centerline and lying North 3° 45' East, 195 feet more or less along the said east line from the southeast corner of the Grantor's land.

This easement description and attached plat were prepared by Burgess & Niple, Limited, Consulting Engineers, Cincinnati, Ohio.

1. The right to construct, use, maintain and keep in repair thereon, a sanitary sewer pipe line or pipe lines and all appurtenances thereto necessary to the operation thereof.
2. **TEMPORARY EASEMENT:** The right of the Grantee, its agents or employees to store excavated earth and construction materials and to move and operate construction equipment over and upon such area or areas adjacent to said easement as may be necessary for such construction, and until said construction is completed; such areas being described as follows:

A strip of land adjacent to the above permanent easement, and varying in width on either side thereof, as may be necessary to provide working space and at the same time cause minimum inconvenience to Owner and minimum damage to property. The width of this temporary work easement shall be limited to 50 feet unless otherwise specified in Section 12 of this document or on the accompanying plat of easement.
3. The right of the Grantee, its agents or employees to enter upon the premises of the Grantor for access to said easement along such routes as are reasonable and proper for the purposes of transporting materials, tools, equipment, etc., necessary for construction, repairing, restoring and operating said pipe line or pipe lines, such routes of access to be of minimum width necessary and so located as to cause minimum inconvenience or damage to the Grantors, or as may be further specified under Section 12 of this document.
4. The Grantee agrees that upon completion of said work, the areas disturbed by construction shall be restored to as nearly their original condition as is reasonable and practical. Lawn areas shall be cleared of rocks, graded, seeded with a good quality grass seed and stabilized; driveways and fences shall be properly repaired; trees, stumps and refuse shall not be permitted to remain, but shall be burned or disposed of in a manner satisfactory to the Grantor. Water courses and tile drains shall be kept open and repaired when intercepted.
5. It is understood and agreed that the Grantee shall include as a provision in the Construction Contract the requirement that the Contractor, his employees, and the operations and movement of vehicles and construction equipment shall be limited to the permanent and temporary easements herein before defined, and that in the event additional routes of access or egress to said working areas become necessary, the routes, locations and widths shall be established prior to the Contractor's entry, under a separate agreement by and between said Contractor and the Grantor. This agreement shall be in writing with a copy submitted to the County.
6. The Grantee herein shall recognize any reasonable claim by the Grantor for damages to property or crops caused by failure of the Contractor, his employees or equipment to limit their operation to the permanent and temporary easement or to follow such deviations or special routes of access as may have been agreed upon. The Grantor herein agrees that consent for such deviations or special routes of access will not be unduly withheld, and that same shall be granted without compensation therefor.
7. The Grantor also agrees that any claims for damage or loss as a result of the Contractor not keeping his operations within the permanent or temporary easement, or the special deviations or routes of access subsequently agreed upon, shall be made to the County within approximately thirty (30) days prior to the final payment to Contractor, or within sixty (60) days after such damage or loss occurs, whichever date is first.
8. The consideration herein above specified shall include payment for loss of crops within the described permanent and temporary easement for one season in those cases where the land is currently being used for agricultural purposes.
9. The Grantor further agrees and assures that no crops, trees or structures will be planted or placed within the permanent or temporary easement or within the special routes of access, where granted, after the signing of this document until after construction is completed.

10. Before any building, buildings, other improvements or structures of any kind are constructed over, upon or across the easement granted herein, it is agreed by and between the parties hereto that the grantor, shall submit detailed plans and specifications of such building, buildings, other improvements or structures and that said grantor, will not proceed with construction until said plans and specifications have been approved by the grantee as plans and specifications that will not interfere with the use of the easement granted herein or with the safety of operation and maintenance of said sewer.

11. This contract shall be binding upon the successors and assigns of the parties.

12. SPECIAL CONDITIONS

BY A I

See Exhibit "D" Attached

Elsa M. Skinner

IN WITNESS WHEREOF, the said

and Albert Skinner ha ve their s 15 day of December

In the year of our Lord One Thousand Nine Hundred ~~XIX~~ Eighty

Signed and Sealed X Elsa M. Skinner (Owner)

in the presence of: X Albert Skinner (Owner)

X H. D. Holbrook (Owner)

STATE OF OHIO)
COUNTY OF BUTLER) as:

Before me, a Notary Public, in and for said County and State,

personally appeared the above named Elsa M. Skinner and

Albert Skinner who acknowledged that t he y did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal

at Hamilton Ohio, this 15 day of December

A. D. 19 80

My Commission expires does not

Hugh D. Holbrook

HUGH D. HOLBROCK, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no Expiration date

Notary Public, Butler County, Ohio

Approval as to Form by

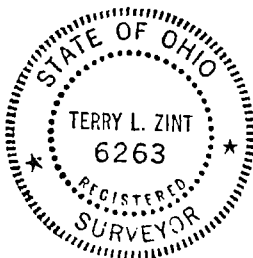
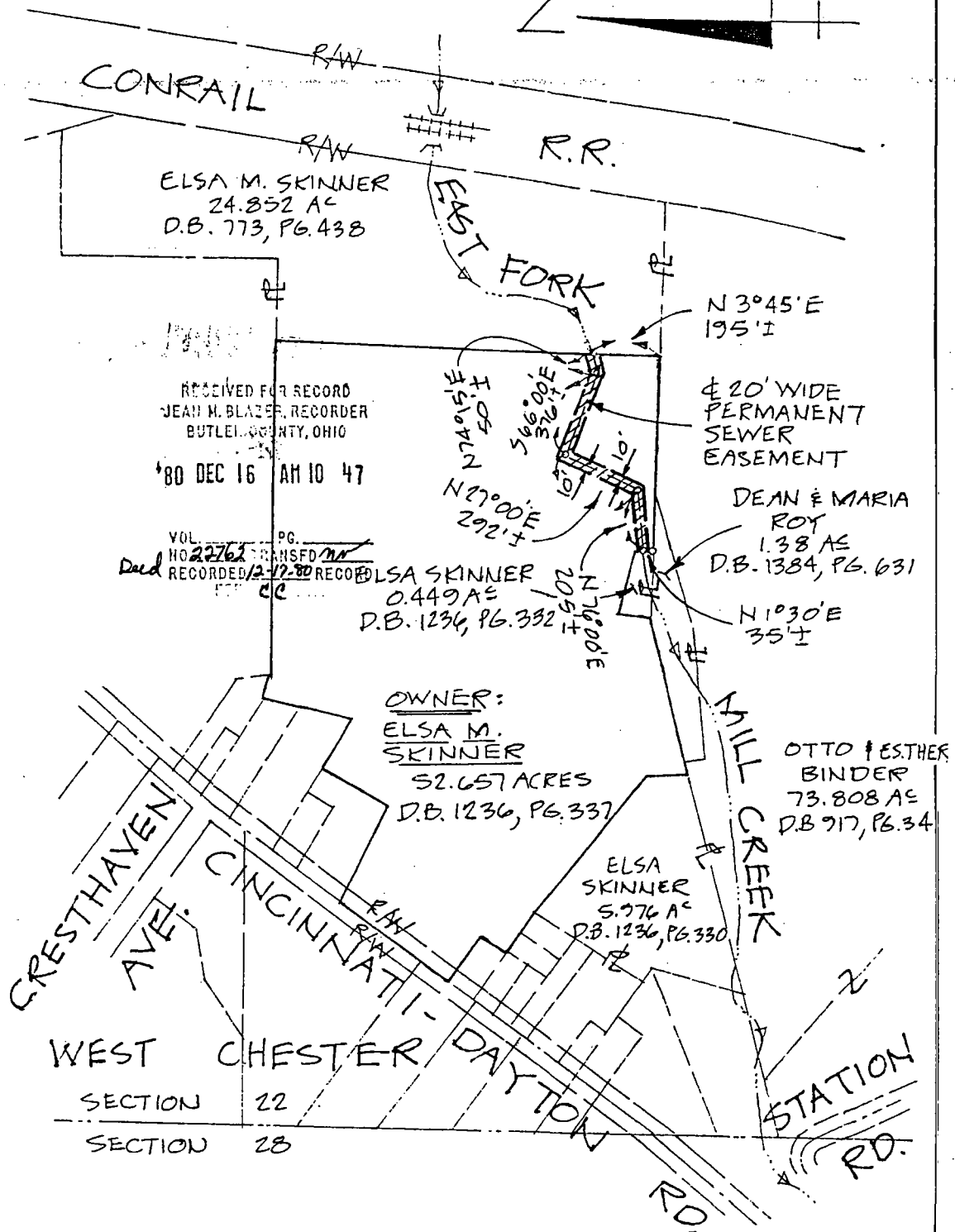
County Prosecutors Office
Butler County, Ohio

This Instrument Prepared by Butler County Department of Water and Sewer.

EXHIBIT "A"

Special Provisions:

1. All rock encountered during the installation of the trunk sanitary sewer on the grantor's property shall be removed and stockpiled on the grantor's property at locations to be specified by the grantor.
2. Trench excavations through layered rock formations shall be performed in such a manner as to produce large rock spoil. Chopping and blasting operations should not be used except where absolutely necessary.
3. The grantee or its agent (contractor, engineer, etc.) shall have the right to use the existing dirt and gravel roadway through the grantor's property for access to the trunk sewer and for delivery of equipment and materials required during the construction of the trunk sewer provided said roadway is maintained in a passable condition at all times and is restored to its original condition at the conclusion of the construction project.
4. The grantee and its agents (contractor, engineer, etc.) shall confine their operation to the easement area and to access roadway and will not trespass on or disturb in any manner any area outside of these established limits without the expressed written consent of the grantor.



SANITARY SEWER EASEMENT No 447
 BUTLER COUNTY UPPER MILLCREEK REGIONAL WASTEWATER FACILITY
CONTRACT No 2 SECTION "B"
 SECTION 22, TOWN 3, RANGE 2, UNION TOWNSHIP
 BUTLER COUNTY, OHIO

ALFRED LEFEVER ASSOC. LIMITED
 DIVISION OF BURGESS & NIPLE LIMITED
 CONSULTING ENGINEERS CINCINNATI, OHIO

SCALE: 1"=400' DATE: JAN. 1980, DRAWN BY: T.L.Z. REVISED: